

IN THE DISTRICT COURT OF GRADY COUNTY
STATE OF OKLAHOMA

FILED IN DISTRICT COURT
Grady County, Oklahoma

SEP 24 2012

DENISE COE, an individual, KEN
MCCRACKIN, an individual, and
CAR WASH PIT STOP, Inc., a Domestic
For Profit Corporation

Plaintiffs,

v.

STATE FARM FIRE AND CASUALTY
COMPANY, a Domestic For Profit Insurance
Corporation, and JOELLA FULLBRIGHT
INSURANCE AGENCY, INC., a Domestic For
Profit Corporation

Defendants.

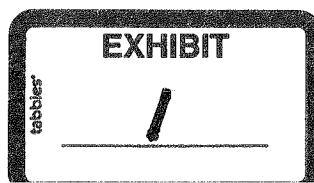
Lols Foster, Court Clerk
By Deputy

Case No.: *CJ 2012 - 266*

PETITION

COME NOW Plaintiffs, Denise Coe and Car Wash Pit Stop ("Plaintiffs") for their cause of action against Defendants, State Farm Fire and Casualty Company ("State Farm"), and Heritage Professionals ("Heritage"), allege and state as follows:

1. Plaintiff, Denise Coe, was at all times relevant to this matter a resident of the City of Chickasha, County of Grady, State of Oklahoma.
2. Plaintiff, Car Wash Pit Stop, Inc., was at all times relevant to this matter a registered Oklahoma Corporation doing business in the City of Chickasha, County of Grady, State of Oklahoma.
3. Plaintiff, Denise Coe, was at all times relevant hereto owner and manager of Car Wash Pit Stop.
4. Defendant, State Farm, is a domestic for profit insurance company licensed to and



engaging in business within the State of Oklahoma.

5. Defendant, Joella Fullbright Insurance Agency, is a domestic for profit corporation licensed to and engaging in business within the State of Oklahoma with its principal place of business in Chickasha.

6. Plaintiffs' causes of action arose within Grady County and within this Court's jurisdiction. Therefore, pursuant to 12 O.S. §§134, venue is proper before this Court.

7. Prior to 2011, Plaintiffs purchased a Business Insurance Policy from State Farm, (hereinafter referred to as the "Policy") covering Plaintiffs' property at 406 W. County Club Road, 408 W. Country Club Road, and 420 Grand Avenue, Chickasha, Oklahoma.

8. The Business Loss policy provided for building full replacement cost, business liability, personal property, and loss of income.

9. Plaintiffs paid a monthly premium for the Policy pursuant to the agreement with State Farm.

10. In 2006 Plaintiffs were in the process of selling the 420 Grand location and contacted Joella Fullbright to cancel same.

11. On or about September 13, 2006, Joella Fullbright correctly cancelled coverage for the 420 Grand location but inadvertently also cancelled the 406 Country Club location.

12. Plaintiffs continued to make premium payments on the 406 and 408 Country Club location.

13. On May 24, 2011, a tornado struck the 406 and 408 Country Club location causing severe damage.

14. Shortly thereafter, Plaintiffs contacted State Farm to report claim.

15. State Farm made certain payments on the claim.
16. State Farm then denied the claim for benefits regarding the 406 Country Club location.
17. Some fifteen (15) months after submitting the claim to State Farm, Plaintiffs have not received the full benefits due under the policy.

FIRST CAUSE OF ACTION: BREACH OF INSURANCE CONTRACT

18. Plaintiffs hereby adopt and incorporate the facts and allegations set forth in the paragraphs above as if specifically set forth herein.
19. Plaintiffs intended to and did purchase a policy of insurance that would fully replace or repair damages and losses covered under the policy.
20. Plaintiffs sustained losses which were covered under the policy.
21. Plaintiffs timely submitted a claim for benefits under the Policy.
22. State Farm has refused to honor its agreement and has not paid the full policy benefits owed to Plaintiffs.
23. State Farm refused to honor its agreement to timely pay the fully policy benefits owed to Plaintiffs.
24. Said refusal may be due to acts and/or omissions of Joella Fulbright Insurance Agency.
25. WHEREFORE, Plaintiffs pray for judgment against Defendants, State Farm and Joella Fulbright Insurance Agency, for compensatory damages in the amount in excess of Seventy-five thousand dollars (\$75,000.00) together with costs, interest, reasonable attorneys' fees, and other relief which this Court deems just and reasonable.

**SECOND CAUSE OF ACTION: BREACH OF THE DUTY OF
GOOD FAITH AND FAIR DEALING**

26. Plaintiffs hereby adopt and incorporate the facts and allegations set forth in the paragraphs above as if specifically set forth herein.

27. Defendant State Farm's denial of payment of policy benefits was wrongful, tortious, and in violation of the Defendant's duty to deal fairly and act in good faith in handling the Plaintiffs' covered insurance claims.

28. Defendant State Farm's delay of payment of policy benefits was wrongful, tortious, and in violation of the Defendant's duty to deal fairly and act in good faith in handling the Plaintiffs' covered insurance claims.

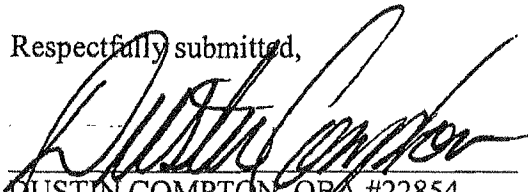
29. In handling of the Plaintiffs' claim, the Defendants Joella Fullbright and State Farm breached the duty to deal fairly and act in good faith towards the Plaintiffs.

30. As a direct and proximate result of Defendants Joella Fulbright and State Farm's breach of implied duty of good faith and fair dealing, Plaintiffs have suffered the loss of policy coverage, anxiety, frustration, mental and emotional distress, financial hardship, embarrassment, lost profits, and other incidental and consequential damages.

31. Defendants have acted intentional and with malice or have been guilty of reckless disregard for the rights of the Plaintiffs entitling Plaintiffs to punitive damages.

WHEREFORE, the Plaintiffs pray judgment be granted in their favor against the Defendants, in a sum in excess of \$75,000.00 for compensatory damages and an amount in excess of \$75,000.00 for punitive damages, with interest thereon, cost of this action, reasonable attorneys' fees, and any other relief to which this Court deems just and reasonable.

Respectfully submitted,



DUSTIN COMPTON, OBA #22854

BASS LAW FIRM, PC

dustin@basslaw.net

P.O. Box 157

El Reno, Oklahoma 73036

Telephone: 405.262.4040

Facsimile: 405.262.4058

ATTORNEYS FOR PLAINTIFFS

-and-

Bret Burns

519 West Chickasha Ave.

Chickasha, OK 73018

Tel: 405-320-5911

Fax: 405-320-5907

ATTORNEY LIEN CLAIMED
JURY TRIAL DEMANDED